Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of)	
)	
Application by SBC Communications)	
Inc., Michigan Bell Telephone Company,)	
and Southwestern Bell Communications)	CC Docket No. 03-16
Services, Inc. for Provision of In-Region,)	
InterLATA Services in Michigan)	
)	

JOINT DECLARATION OF SARAH DEYOUNG AND TIMOTHY M. CONNOLLY

1. My name is Sarah DeYoung. I am Division Manager -- Local Services for AT&T's Southwestern/Pacific/Ameritech Region Local Services and Access Management Organization. My background and credentials are set forth in the joint declaration I am filing with Walter Willard on OSS issues in this proceeding.

2. My name is Timothy M. Connolly. I am a business systems analyst and operate the consulting firm of C2 Technology Analysts. My background and credentials are set forth in the joint declaration I am filing with Karen Moore on performance measures in this proceeding.

I.   PURPOSE AND SUMMARY OF DECLARATION

3. AT&T and Covad have entered into a partnership in which AT&T provides voice service and Covad provides DSL service to AT&T UNE-P customers. This partnership uses the line splitting arrangements authorized by the Commission in the *Line Sharing Reconsideration Order* in 2001 to provide this packaged service. As part of the arrangement,

AT&T has authorized Covad to use AT&T's Operating Company Number ("OCN") to submit

DSL orders to SBC on behalf of existing AT&T voice customers. Even though this Commission

required ILECs to provide this line splitting capability to CLECs two years ago in the *Line*

Sharing Reconsideration Order, SBC does not appear to be able currently to provision such line

splitting orders. SBC must be able to provision such orders before it can be found in compliance

with Section 271.

4. In one regard, SBC's line splitting processes demonstrably violate Section

271's requirement of nondiscriminatory access to unbundled switching and loops. SBC states

that any time an AT&T voice/DSL customer elects to drop the DSL service, AT&T must submit

three orders (one to disconnect the unbundled DSL loop, one to disconnect the unbundled switch

port, and one to order a new loop and port combination). Furthermore, that customer will lose

voice service for up to seven days while the loop is moved from the DLEC's DSLAM port back

to SBC's switch. In addition, SBC warns that upon disconnection of the loop in the DLEC's

DSLAM, and the unnecessary disconnection of the unbundled switch port, there may not be

available facilities to serve the customer on SBC's switch. SBC's customers, however, face no

such similar outage or threat of facilities shortage when a SBC voice/DSL customer discontinues

DSL service.

II.   SBC LACKS WORKING OSS PROCESSES TO PROVISION LINE SPLITTING ORDERS.

A.   SBC Is Obligated to Provide Line Splitting Capabilities to AT&T and Covad.

5. In the *Line Sharing Reconsideration Order*, the Commission ruled that ILECs

must "permit competing carriers providing voice service using the UNE-platform to either self-

provision necessary equipment or partner with a competitive data carrier to provide xDSL

service on the same line." *Id.* ¶ 16. The Commission stated that line splitting would increase customer choices by allowing carriers to compete for both voice and data services and would allow voice carriers that did not want to provide xDSL service to combine with data carriers and offer combined voice and data services to customers.

6. AT&T and Covad recently agreed to work together to increase competitive choices for Michigan consumers by offering this increasingly popular packaged service. AT&T will provide the voice service to customers and will have the primary relationship with the customer, and Covad will offer the data services by sharing the AT&T loop spectrum in a line splitting arrangement. Under the arrangement, Covad will be able to use AT&T's OCN to enter data orders for existing AT&T voice customers. AT&T retains the billing responsibilities for the customer, and Covad performs the necessary work in its collocation space to provision the customer's DSL service. With this division of responsibilities, AT&T and Covad are preparing to offer this packaged service in Michigan. However, it is becoming clear that, despite SBC's repeated assurances to CLECs and to the Michigan Public Service Commission, it has no workable processes to support such line splitting arrangements.

B.   SBC Has Not Developed the Processes to Provision Line Splitting Orders.

1.   The Michigan PSC Rulings.

7. SBC has not established the processes for handling line splitting orders as required by the Commission in the *Line Sharing Reconsideration Order*. In a series of orders beginning in December 2001, the Michigan Public Service Commission found that SBC had not developed the appropriate line splitting processes and ordered SBC to work with CLECs to

develop procedures to allow line splitting.[1] As a result, SBC and other interested parties

identified four scenarios for study, and SBC represented that it had developed processes for

handling those four order types. One of those scenarios was described by the Michigan

Commission as follows: "The end user currently obtains voice service from a voice CLEC and

seeks to add data services from a data CLEC that may or may not be affiliated with the ILEC."[2]

In its October 2002 order, the Michigan PSC, however, again found that SBC had not developed

the appropriate processes to handle those four scenarios.[3] The Commission ordered SBC to

make a compliance filing which, while providing additional details regarding the four scenarios,

failed to include detailed OSS processes for handling line splitting orders.

2.   The BearingPoint Test.

8.   The third-party testing of SBC's OSS by BearingPoint provides no reliable

indication of the capability and capacity of the OSS to process, and provision, line splitting

orders. The BearingPoint report fails to set forth information regarding the extent to which

BearingPoint tested line splitting orders. In its only reference to line splitting, the BearingPoint

report simply states that, as part of its provisioning test (TVV4), the UNE-loop scenarios which

were tested included "UNE Combinations for CLEC Line Splitting," where (1) the CLEC was

purchasing a switch port for an existing line-shared retail customer; and (2) the CLEC was

purchasing an unbundled xDSL-capable loop and switch port to provide service to a new

customer. *See* BearingPoint Report at 192-193. It does not, however, explain the testing

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[1] Opinion and Order, *In the Matter, on the Commission's Own Motion, to Consider Ameritech Michigan's Compliance with the Competitive Checklist in Section 271 of the Federal Telecommunications Act of 1996*, Case No. U-12320, at 6-12 (12/20/01).
[2] Opinion and Order, *In the Matter, on the Commission's Own Motion, to Consider Ameritech Michigan's Compliance with the Competitive Checklist in Section 271 of the Federal Telecommunications Act of 1996*, Case No. U-12320, at 23 (10/3/02) ("October 2002 Order").
[3]   October 2002 Order at 14-15 (10/3/02).

methods employed for the OSS functions of pre-ordering, ordering, provisioning, repairing, or billing of line splitting services.

9. However, just this week, BearingPoint disclosed in testing discussions in Illinois that it in fact had not submitted any line splitting orders to Ameritech, and had instead relied on its observations of other CLEC's ordering activities. But it is unlikely that there were other CLECs that were submitting line splitting orders to SBC at the time BearingPoint conducted its testing. SBC had not even developed a single order line-splitting capability in the Ameritech region until August 2002, and that functionality did not work for several months thereafter, which AT&T discovered when it began to test it in November 2002. Moreover, BearingPoint stated that because it envisioned line splitting to be analogous to line sharing, its report on line sharing support functions should be considered a report on line splitting, even though it is obvious that SBC's OSS treat line sharing orders differently that line splitting orders. BearingPoints's surprising disclosures can only be reconciled to its test report through its further statement that line-splitting orders should work no differently than line sharing orders. In other words, it appears that BearingPoint may have tested only line sharing orders.

10. Thus, it is unclear whether BearingPoint actually tested any line-splitting (as opposed to line sharing) orders. But in any event, even if testing was conducted, it was inadequate in scope. BearingPoint did not conduct an end-to-end test that examined the performance of all of the OSS functions on an integrated basis, from pre-ordering through provisioning and billing. Without such testing, there can be no determination that the components of the OSS are integrated so that the OSS perform in a seamless manner.

11. Moreover, BearingPoint conducted its testing of line splitting orders before the Michigan PSC issued its order of October 3, 2002, finding SBC's processes with respect to line splitting to be inadequate and in violation of Section 271 (and the Michigan PSC's previous orders). In response to the PSC's order, SBC submitted a "compliance plan" on November 4, 2002, and an amended plan on December 12, 2002, describing certain steps that it had taken or would take (including the adoption of new procedures for migrating line sharing to the UNE platform) to comply with the Michigan PSC's order. *See, e.g.,* Chapman Aff. ¶¶ 89-90. The BearingPoint test – which used the processes in effect *before* SBC made the modifications – cannot serve as an indicator of whether SBC has in fact implemented the modifications and, if so, whether (as modified) the OSS can adequately process and provision line splitting orders.[4]

12. Ameritech also has no commercial experience with line splitting. Even though the *Line Sharing Reconsideration Order* was issued *more than two years ago*, as discussed above, SBC delayed in making a single order line-splitting capability available anywhere in the Ameritech region until August, 2002, and that capability did not initially work when AT&T proceeded to test it in November, 2002. Thus, SBC cannot claim that it has the capability to provide line splitting until it can demonstrate that it can provision such orders on a commercially reasonable basis.

3. Discussions with SBC.

13. Indeed, discussions with SBC regarding the proposed AT&T/Covad line splitting orders raise serious concerns about SBC's ability to provision such orders. In conversations about the line splitting procedures and arrangements that would be necessary to

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[4] BearingPoint did not test whether CLECs have the ability to submit line splitting orders (or line sharing orders) in the test environment that SBC makes available to CLECs.

implement AT&T's and Covad's plan to jointly provide line splitting, SBC has refused to

modify its "versioning" requirement. As discussed more fully in the DeYoung/Willard OSS

declaration, this "versioning" policy provides that each carrier shall have a unique company

name (the "Access Carrier Name Abbreviation" or "ACNA") and OCN for a state. Once a

carrier submits an order with its specified ACNA and OCN, all subsequent orders submitted by

that OCN must be sent in the same version of EDI used to place the first order. Any order

submitted using a different version of EDI is rejected.

14. In this case, Covad is using AT&T's OCN to submit line splitting orders, and

under SBC's "versioning" policy, any Covad orders placed over the EDI gateway will be

rejected if it does not use the same version of EDI as AT&T. Currently, AT&T and Covad use

different versions of EDI, and as a result, Covad's orders will be rejected.

15. SBCs versioning policy is a complete barrier to offering line splitting at

competitive volumes in conjunction with Covad. Simply put, it is totally unrealistic for AT&T

and Covad to be on the same version of EDI to be able to enter line splitting orders. Versioning

is supposed to allow CLECs to use different versions of electronic systems and interfaces to

allow parties to develop their systems at their own pace. SBC's "versioning" policy turns that

policy on its head to establish a "one size fits all" requirement that only serves to reduce

competitive choices available to consumers.

16. SBC's improper versioning policy prevents AT&T from partnering with *any*

DLEC to purchase line splitting and make available voice and data service to UNE-P customers.

It will never be possible to ensure that AT&T and any possible DLEC partner are always on the

same EDI version. These versioning restrictions affect not only AT&T but also DLECs, who

will similarly be prevented from offering line splitting in partnership with any CLEC. The result

is that SBC's versioning policy effectively disallows line splitting, notwithstanding the

Commission's explicit approval of such capability in the *Line Sharing Reconsideration Order.*

17. As discussed in the DeYoung/Willard Declaration, SBC's versioning policy is

not a barrier to line sharing by SBC with DLECs, and a DLEC does not have to use the same

EDI version as SBC to engage in line sharing. There is no reason that CLECs and DLECs

should be subject to versioning requirements for line splitting when the same rules do not apply

to SBC in providing the similar line sharing functionality. The line splitting rules should be the

same as the line sharing rules and not be subject to versioning restrictions.

18. SBC has also taken the position in discussions with AT&T that it will not

accept any line splitting orders that require *any* changes to its OSS. This position is

commercially unreasonable, and indeed, violates this Commission's requirement that ILECs

make network modifications and provide access to network elements to accommodate line

splitting. *Line Sharing Reconsideration Order,* ¶ 20 & n. 36.[5]

19. AT&T remains concerned that the "versioning" issue and other operational

and OSS problems will prevent SBC from being able to provision AT&T/Covad line splitting

orders in a timely and accurate manner. To comply with its obligations under Section 271, two

years after the *Line Sharing Reconsideration Order*, SBC must demonstrate that it can provide

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[5] Indeed, recent news stories have highlighted concerns by SBC and other ILEC officials about
their ability to provision and offer line splitting. *See, e.g.,* "New Phone Twist: Switch Local
Service and Lose Your DSL," *Wall St. Journal*, Jan. 30, 2003, at B1 ("Few people understand
the complexity of doing two services over a single line." (quoting Zeke Robertson, senior vice
president of SBC's DSL division)).

line splitting on a commercially reasonable basis without any constraints caused by SBC's "versioning" policy.

<p style="text-align: center;">**C.** **Certain SBC Line Splitting Processes Violate SBC's Obligation to Provide Nondiscriminatory Access to Switching and Loops.**</p>

20. It is already clear from discussions with SBC that its processes for disconnecting line splitting orders are clearly deficient and violate the Act's requirement of nondiscriminatory access to switching and loops. SBC's processes specify that a CLEC voice/DSL customer that drops only the DSL service must submit the three orders (one to disconnect the unbundled DSL loop, one to disconnect the unbundled switch port, and one to order a loop and port combination), and will lose voice service for up to seven days while the loop is removed from the port on the DLEC DSLAM. In addition, SBC is warning that there may be a shortage of switching facilities that could interfere with its ability to provide service after a loop is disconnected from the DLEC DSLAM and the unbundled switch port is unnecessarily disconnected.

21. The CLEC's only alternative to this obviously unacceptable outage and potential shortage of facilities is to leave the loop in the DLEC cage, but leaving the loop would tie up a port on the DLEC DSLAM that would no longer be available to provide data services, which imposes significant costs on the line splitting parties. SBC faces no such obstacles. When SBC engages in line sharing arrangements with a DLEC or its own data affiliate, it does not face a similar choice between these inefficiencies and customer outages. Indeed, when SBC is the voice provider and Covad provides data services, if the customer terminates Covad's service, then SBC removes the loop from Covad's collocation cage and returns the loop to SBC's switch, with no appreciable interruption in the customer's voice service and no question of a shortage of

facilities. There is no significant interruption in the service, even though SBC physically moves the loop out of Covad's collocation cage. Similarly, when a customer using an SBC affiliate drops its DSL service, that customer does not suffer an appreciable interruption of its voice service. There is also no reason to believe that SBC accomplishes this result any differently than other DLECs engaged in line-splitting; i.e. that it does not tie up the data port that SBC previously used to provide the customer with data service. Thus, SBC foists on its competitors a "Hobson's" choice that it does not itself face: the CLEC either incurs the inefficiencies of tying up an unused data port or it risks significant customer outages and loss of facilities altogether. This disparity in treatment is patent discrimination against AT&T and other CLECs seeking to compete with SBC for voice and data services. As a result, SBC deprives CLECs nondiscriminatory access to the SBC switch, andan SBC's claims of facilities shortages deprive CLECs of nondiscriminatory access to loops.

III.   CONCLUSION

22. SBC has an obligation to provide line splitting to AT&T and Covad on a nondiscriminatory basis. Based on its statements and actions, SBC does not appear to be able to provision and de-provision line splitting orders. It must be able to provision such line splitting orders at commercially reasonable volumes without unlawful restrictions such as "versioning" and customer outages to meet its obligations pursuant to Section 271.

VERIFICATION

I declare under penalty of perjury that the facts stated herein are true and correct, to the best of

my knowledge, information, and belief.

      /s/ Sarah DeYoung
      Sarah DeYoung

Date: February 6, 2003

VERIFICATION

I declare under penalty of perjury that the facts stated herein are true and correct, to the best of my knowledge, information, and belief.

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/s/ Timothy M. Connolly
Timothy M. Connolly

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Date: February 6, 2003